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IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

THE PEOPLE,

Plaintiff and Respondent,

v.

TEMOTEO VALLADARES DELGADO,

Defendant and Appellant.

G046495

(Super. Ct. No. 03WF2871)

O P I N I O N

Appeal from a judgment of the Superior Court of Orange County,
Stephanie George, Judge. Affirmed.

Temoteo Valladares Delgado, in pro. per.; and Sylvia Whatley Beckman,
under appointment by the Court of Appeal, for Defendant and Appellant.

No appearance for Plaintiff and Respondent.

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We appointed counsel to represent defendant on appeal. Counsel filed a brief which set forth the facts of the case. Counsel did not argue against the client, but advised the court no issues were found to argue on defendant's behalf. Defendant was given 30 days to file written argument in defendant's own behalf, which he did. (*People v. Wende* (1979) 25 Cal.3d 436.) Defendant pleaded guilty to committing several robberies. The handwritten statement of facts offered to the court as the basis for his plea states: "In Orange County, California, on the following dates; 6-30-03, 11-2-03, 10-26-03, 11-8-03, 10-27-03, 7-7-03 & on 10 separate occasions I used force and fear to take money from [10 named individuals]."

The plea agreement states that he is sentenced to state prison for a term of 14 years, that he already served 697 days in actual custody and that he accumulated 104 days of good time/work time for a total credit of 801 days. In his plea agreement, he waived his right to appeal from decisions and orders of the superior court.

Pursuant to *Anders v. California* (1967) 386 U.S. 738, counsel listed four possible issues: (1) Did the terms of the plea agreement preclude modification of the judgment to correct presentence custody credit? (2) Did the court correctly calculate the number of days actually served as 697? (3) Was defendant's proof of service attached to his second ex parte motion for correction of presentence credit invalid? (4) Was defendant entitled to additional conduct credit?

A defendant's plea admits all matters essential to the conviction. The issues cognizable on appeal are those based on "reasonable constitutional, jurisdictional, or other grounds going to the legality of the proceedings" resulting in the plea. But review of these issues requires a certificate of probable cause, which defendant failed to obtain. (Pen. Code, § 1237.5, subd. (a); Cal. Rules of Court, rule 8.304(b)(4)(B), (b)(5).) "Section 1237.5 [is designed] 'to promote judicial economy' [citation] 'by screening out wholly frivolous guilty' . . . plea appeals before time and money are spent' on such matters as preparation of the record on appeal [citation], the appointment of appellate

counsel [citation], and, of course, consideration and decision of the appeal itself.”
(*People v. Mendez* (1999) 19 Cal.4th 1084, 1095.)

Appealable issues cognizable without a certificate of probable cause include the sentence on other matters occurring “after entry of the plea,” and the denial of a suppression motion. (Cal. Rules of Court, rule 8.304(b)(4)(B).) But in the case of a negotiated plea with specification of penalty, a certificate is required because the defendant’s challenge to the sentence implicates the plea. (*People v. Panizzon* (1996) 13 Cal.4th 68, 79.) Moreover, here defendant expressly waived his right to appeal in conjunction with his guilty plea as to any “legally authorized sentence the court imposes which is within the terms and limits of [the] plea agreement.” He reached an agreement, and part of that agreement was the number of conduct credits he would be given. Even had he agreed to waive his right to any conduct credits at all, his right to appeal such a waiver would not have survived his agreement. (See *People v. McEwan* (2007) 147 Cal.App.4th 173, 175.) The trial court’s imposition of credits was legally authorized.

The judgment is affirmed.

MOORE, J.

WE CONCUR:

RYLAARSDAM, ACTING P. J.

BEDSWORTH, J.